

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

Schedule Title: Multiple Award Schedule
FSC Group: J070, 7030
Contract Number: Pending
Contract Period: Pending

For more information on ordering from Federal Supply Schedules click on the **GSA Schedules link** at www.gsa.gov

Contractor:
Gatekeeper Systems, Inc.
1875 Plaza Dr Ste 200
Eagan, MN, 55122
Phone Number: (651) 365-0700
Fax Number: 651-365-0777
www.gksys.com

Contractor's Administration Source:
Lynn Richardson

Business Size:
Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
511210	Software Licenses
54151	Software Maintenance Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See Submitted Price List

1c. HOURLY & SERVICE RATES: N/A

2. MAXIMUM ORDER*: \$500,000

***Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.**

3. MINIMUM ORDER: \$0.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.

5. POINT(S) OF PRODUCTION: see Production Point Statement

6. DISCOUNT FROM LIST PRICES: 3%

7. QUANTITY DISCOUNT(S): Not Applicable

8. PROMPT PAYMENT TERMS: Net 30 Days

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None

- 11a. **TIME OF DELIVERY:** As negotiated at the task order level
- 11b. **EXPEDITED DELIVERY:** As negotiated at the task order level
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact contractor
- 11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** 1875 Plaza Dr Ste 200 Eagan, MN, 55122
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 14. **PAYMENT ADDRESS:** 1875 Plaza Dr Ste 200 Eagan, MN, 55122
- 15. **WARRANTY PROVISION:** See Submitted Warranty
- 16. **EXPORT PACKING CHARGES:** N/A
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
N/A
- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

- 24b. Section 508 Compliance for EIT: N/A**
- 25. DUNS NUMBER: 006119742**
- 26. Contractor has an active registration in the SAM database.**

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM
NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number: 866-688-3404 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 12:00 am to 12:00 pm.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210 or SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210, SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SIN	MFR PART NO	PRODUCT NAME	UOI	DISCOUNT PRICE OFFERED TO GSA (including IFF)
511210	TNC-1	Stand-Alone TNC-Ops Software	EA	\$ 5,570.78
511210	TNC-2	Stand-Alone TNC-Ops Software	EA	\$ 19,546.60
511210	TNC-3	Stand-Alone TNC-Ops Software	EA	\$ 24,433.25
511210	TNC-4	Annual TNC-Ops Software Subscription	YR	\$ 4,397.98
511210	TNC-5	Annual TNC-Ops Software Subscription	YR	\$ 5,863.98
511210	TNC-6	Annual TNC-Ops Software Subscription	YR	\$ 10,261.96
511210	App-1	App-139 Software Subscription	YR	\$ 3,909.32
511210	App-2	App-139 Software Subscription	YR	\$ 4,202.52
511210	App-3	App-139 Software Subscription	YR	\$ 4,446.85
511210	App-4	App-139 Software Subscription	YR	\$ 5,863.98
511210	App-5	App-139 Software Subscription	YR	\$ 7,818.64
511210	App-6	App-139 Software Subscription	YR	\$ 10,017.63
511210	App-7	App-139 Software Subscription	YR	\$ 10,750.63
511210	App-8	App-139 Software Subscription	YR	\$ 14,659.95
54151	TNC-7	TNC -Ops Server Support <2.0 Million Enplaned Passengers	YR	\$ 1,563.73
54151	TNC-8	TNC -Ops Server Support 2.0 to 8.0 Million Enplaned Passengers	YR	\$ 6,450.38
54151	TNC-9	TNC-Ops Server Support Over 8.0 Million Enplaned Passengers	YR	\$ 8,397.22
54151	GSI-1	App-139 Implementation	HR	\$ 146.60
54151	TNC-10	TNC-Ops Implementation	HR	\$ 195.47
54151	App-9	App-139 Special Purpose Inspection Form	EA	\$ 390.93